



Supply Chain Management Division

Construction and Architect-Engineering Contracts Team

P.O. Box 1663, M/S M986

Los Alamos, NM 87545

(505) 667-7700; FAX (505) 665-8842, dalekemp@lanl.gov

August 12, 2003

Mr. A. Ross Sanchez, Owner and President

Cross Connection, Inc.

1100 Johnny Roybal Industrial Park Road

POB 2098

Espanola, New Mexico 87532

SUBJECT: **CONTRACT NO. 73839-001-03-CK
CCF/LDCC COOLING PLANT MODIFICATIONS,
TRANSMISSION OF EXECUTED CONTRACT**

Dear Mr. Sanchez:

Enclosed please find enclosed one copy of the executed contract.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dale Kemp', with a long horizontal line extending to the right.

Dale Kemp, Sr. Contract Administrator

Cc: B. K. Koehler, PM-DS, MS: H822
Contract file



UNIVERSITY OF CALIFORNIA
LOS ALAMOS NATIONAL
LABORATORY
LOS ALAMOS, NEW MEXICO

CONSTRUCTION CONTRACT

CONTRACT NO. 73839-001-03-CK

DATE OF CONTRACT:

August 7, 2003

NAME AND ADDRESS OF CONTRACTOR:

**Cross Connection Inc.
1000 Paseo De Onate Drive
P. O. Box 2098
Española, NM 87532-2098**

CHECK APPROPRIATED BOX

☐ Individual
☐ Partnership
☐ Joint Venture
☒ Corporation, Incorporated in the
state of: New Mexico

CONTRACT FOR: **CCF/LDCC COOLING PLANT MODIFICATIONS**

**PLACE: TA-3-132, 1498, 1837, Los Alamos National Laboratory,
Los Alamos, New Mexico**

TOTAL CONTRACT PRICE:(Express in words and figures)

**The firm fixed price of: One Million Thirty-four Thousand Seven
Hundred Seventy-five and No/100 Dollars (\$1,034,775.00)**

This contract is made and entered into on the date above between the Regents of the University of California (hereinafter "University"), and the Contractor identified above. The University is a constitutional corporation and instrumentality of the State of California, with offices in the County of Los Alamos, State of New Mexico and duly licensed to engage in business in the State of New Mexico. This Contract is in the performance of Prime Contract No. W-7405-ENG-36 with the United States Government (hereinafter "Government") represented by the Department of Energy (hereinafter "DOE").

It is mutually agreed by both parties to perform this Contract in strict accordance with the General Provisions, dated July 15, 1991, Special Provisions No. 73839 dated May 20, 2003, Specifications, Drawings, and other documents listed therein, the terms of Basic Ordering Agreement No. I56670010-C0, which is incorporated herein, and the following Contract Articles:

Contract Articles

Article 1, Definitions: the following terms have the meanings stated:

Contract — A legally binding agreement issued under the Prime Contract and between the University and a third party that contains the essential terms and conditions under which goods or services will be furnished to the Laboratory.

Contractor — The party entering into the contract with the Regents of the University of California.

Contract Administrator — The representative of the University of California authorized to address contractual issues, and execute and/or administer contracts on behalf of Los Alamos National Laboratory.

Laboratory — Los Alamos National Laboratory.

LANL — Los Alamos National Laboratory.

Subcontractor — An individual or legal entity that has entered into an agreement with a Contractor for the delivery of goods or services necessary for the Contractor's performance of the contract.

University — The Regents of the University of California, a constitutional corporation and instrumentality of the State of California, which operates Los Alamos National Laboratory under Prime Contract W-7405-Eng-36.

Article 2, Scope of Work

- A. The Contractor shall provide all labor, materials, and equipment to modify an existing cooling tower and chilled water system in accordance with these contract documents. The work shall include demolition, electrical, mechanical, structural, and testing, etc., and all work described in the Contract Documents, except that which is described in paragraphs B and C hereinafter.
- B. The Contractor shall provide all security escorts that may be needed during performance of this contract.
- C. If required at the University's option, which will be exercised at the appropriate time in the sequence of activities in the work, the Contractor shall provide all labor, materials (except pipe cleaning chemicals which will be provided by the University) and equipment needed to chemically clean existing tower water piping as defined in Section 301.4, Special Condenser Water Piping Cleaning, and Sheet M-8000, Drawing No C52952, as directed in the field by the University. This work, if required by the University, must be completed prior to hot-tapping of existing 16" chilled water supply piping as defined in Keyed Note 5 on Sheet M-6004, Drawing No

C52952. The state of the existing piping is not known. The University will evaluate the acceptability of piping cleanliness daily during the cleaning process, to determine when cleaning operations can be discontinued. Pipe cleaning chemicals will be provided by the University. The Contractor shall be paid the firm-fixed, daily, option price per day of required pipe cleaning, and a contract modification will be issued when the number of days required and the total amount for pipe cleaning is determined.

Article 3, Bonds, Insurance and Commencement, Prosecution, and Completion of Work

The Contractor shall:

- A. Submit the following required performance bond and payment bond or alternative payment protection within 10 days after the award date of this contract,
 - (1) Performance Bond: If the contract price is \$100,000 or more, the Contractor shall furnish either (a) a performance bond with good and sufficient surety or sureties acceptable to the University in connection with the performance of the work under this contract on forms provided by the University, or (ii) in lieu thereof, to deposit for this purpose one of the types of security listed in the Federal Acquisition Regulation (48 CFR 28.203). Unless otherwise specified, the penal sum of such performance bond shall be 100% of the contract price (or estimated contract price).
 - (2) Payment Bond: If the contract price is \$25,000 or more, the Contractor shall furnish either (a) a payment bond with good and sufficient surety or sureties acceptable to the University for the protection of persons furnishing material or labor in connection with the performance of the work under this contract on forms provided by the University, or (ii) in lieu thereof, to deposit for this purpose one of the types of security listed in the Federal Acquisition Regulation (48 CFR 28.203). The penal sum of such security shall be 50% of the contract price or estimated contract price. If this contract is in excess of \$1 million but not more than \$5 million the penal sum shall be 40% of the contract price or estimated contract price. When the contract price is more than \$5 million, the penal sum shall be \$2,500,000.
 - (3) Date of Bonds: Any bonds or other securities required hereunder shall be dated as of the same or later date than the date of the contract and shall be furnished by the Contractor to the University not later than ten (10) calendar days after Notice of Award.
- B. submit the insurance certificate required under General Provision Article 29 and containing the coverage specified in the Special Provision entitled "Insurance Requirements" prior to commencing work,

- C. commence work under this Contract within ten (10) calendar days after the date the Contractor receives the Notice to Proceed,
- D. prosecute the work diligently,
- E. complete the following portions of the entire work ready for use as follows;
 - 1) Cooling Tower TA-3-1837 **not later than one hundred forty-five (145) calendar days** after receipt of the Notice of Award,
 - 2) All work needed for pumps PCW-175 and PCW-176 to provide chilled water to CCF **not later than two hundred ten (210) calendar days plus duration of chemically clean activity** (if required) after receipt of the Notice of Award, and
 - 3) The balance of the entire work ready for use **not later than two hundred sixty (260) calendar days** after receipt of the Notice of Award, but this performance period shall be increased by whatever duration of pipe cleaning under Bid Additive Alternate Two is required by the University, and
- E. complete the entire work ready for use not later than two hundred sixty (260) calendar days after receipt of the Notice of Award. This performance period shall be increased by whatever duration of pipe cleaning under Bid Additive Alternate Two is required by the University. The time stated for completion shall include final cleanup of the premises and completion of all final inspection punch list work. The Notice of Award will be deemed received five (5) calendar days after the mailing date of the Notice, unless the Notice is actually received by the Contractor at an earlier date.

Article 4, Conflict Provisions

- A. Any conflict between or among the Contract documents shall be resolved by the following order of decreasing precedence:
 - Contract Articles
 - General Provisions with deletion of GP-33, Disputes and GP-65 Safety and Health
 - Special Provisions, renaming SP-33 to Disputes
 - Specifications
 - Drawings
 - Contractor's Proposal
 - Other Documents listed in Article 5
- B. Unless otherwise specifically provided, the current revision of each publication, standard, or other authority incorporated in the Specifications by reference shall govern. "Current revision" means that revision in effect at the time of the solicitation date, which is specified on the Bid Form. In the event of a conflict between any documents incorporated in this Contract by reference and any express provision of this Contract, the Contract shall govern.

- C. The Contractor shall not be relieved of performing the details of any work manifestly or customarily performed to carry out the intent of the Drawings and Specifications. All such omissions or misdescribed details of the work shall be performed as if fully and correctly set forth and described in the Drawings and Specifications.

Article 5, Contract Documents

- A. The Contractor will be furnished, without charge, three (3) sets of Drawings and Specifications. Additional sets may be obtained at the cost of reproduction and shipping.
- B. The work shall be performed in strict accordance with the following documents, which form a part of this Contract:
1. These Articles of this Contract
 2. The University of California, Los Alamos National Laboratory, Special Provisions No. 73839, dated May 20, 2003.
 3. University of California, Los Alamos National Laboratory, General Provisions: Fixed Price Construction Contracts, dated July 15, 1991.
 4. U. S. Department of Labor, General Wage Decision No. NM030001, Modification No. 0, Publication Date 06/13/2003.
 5. Construction Specifications titled, "LDCC Cooling Tower Improvements," Revision 0, dated September 9, 2002, Project Identification No. 100256.
 6. Construction Specifications for CCF/LDCC Cooling Plant Modifications lacking a title sheet, Project Identification No. 100256, Revision 0, dated September 4, 2002, Task 053.
 7. 26 Drawings titled, "LDCC Cooling Tower Improvements," Project ID 100256, Drawing No. C53117, Revision 0, Sheet Nos. 1 thru 26 of 26, as listed on Sheet 1 thereof.
 8. 61 Drawings titled, "CCF/LDCC Cooling Plant Modifications," Project ID 100256, Drawing No. C52952, Revision 0, Sheet Nos. 1 thru 61 of 61, as listed on Sheet 1 thereof.
 9. Amendments 1 through 3 to the solicitation and any attachments thereto (will be identified here in the contract when awarded.)
 10. The Representations and Certifications, and Preliminary Survey of Prospective Contractor Safety questionnaires submitted with the Contractor's proposal.

Article 6, University Representatives - Correspondence

- A. The University Contract Administrator is:
Dale V. Kemp
University of California
Los Alamos National Laboratory
P.O. Box 1663, Mail Stop M986
Los Alamos, New Mexico 87545
Phone: (505) 667-7700, Fax: (505) 665-8842

- B. The Contract Administrator has designated for this Contract the Engineering Representative identified below. The Engineering Representative will represent the Contract Administrator in all technical, engineering or scheduling matters which do not affect or change the Contract work scope, price or performance period. The individual also represents the Contract Administrator in the coordination of the Contractor's work with other activities of the University.

The Contract Administrator hereby designates the following person as the Engineering Representative:

Bryan K. Koehler
University of California
Los Alamos National Laboratory
P.O. Box 1663, PM-DS, Mail Stop H822
Los Alamos, New Mexico 87545

- C. The Contract Administrator or Engineering Representative may be replaced from time to time at the University's sole option. The University will notify the Contractor of replacements if any are made.
- D. Correspondence - All Contractual and administrative correspondence shall be addressed to the Contract Administrator except as indicated below:
1. Technical Correspondence - Technical correspondence shall be addressed to the Engineering Representative with an informational copy of the correspondence to the Contract Administrator. Unless previously agreed to in writing by the Contract Administrator, the Contractor shall not at any time nor under any circumstances issue or otherwise provide technical correspondence to any other University or Government organization or individual without a concurrent copy being furnished to the Contract Administrator.
 2. Subject Line(s) - All correspondence shall contain a subject line commencing with the Contract number, as illustrated below:

SUBJECT: Contract No. 73839-001-03-CK,
(Insert Subject Topic After Contract Number)
 3. Invoice Address: Address invoices to:

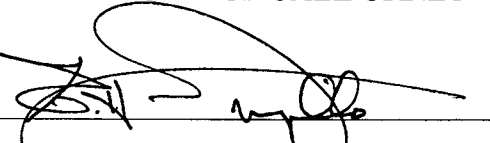
University of California - Los Alamos National Laboratory
Financial Management Operations, Mail Stop P240
P.O. Box 1663
Los Alamos, New Mexico 87545
 4. Submittals: Send all technical submittals required by Contract Documents to the Engineering Representative designated above.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year above written.

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FOR THE REGENTS OF
THE UNIVERSITY OF CALIFORNIA

BY



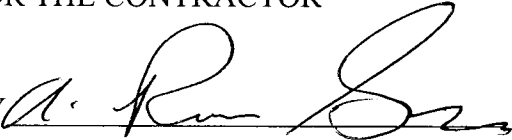
TITLE:

Deputy Group Leader

8/11/03
Date:

FOR THE CONTRACTOR

BY



Printed Name: A. Ross Sanchez

TITLE

President

8-8-03
Date: